

**REQUEST FOR PROPOSALS**  
**PROFESSIONAL DESIGN SERVICES**  
**FOR THE**  
**PEDESTRIAN SAFETY ENHANCEMENTS PROJECT**



**Proposal Due Date: Thursday, November 16, 2023, at 2:00 PM (PST)**

**Issued by:**  
**City of Suisun City - Public Works Department**  
**701 Civic Center Boulevard**  
**Suisun City, CA 94585**

**Issuance Date: October 23, 2023**

**If you are interested in submitting a Proposal, please read this document in its entirety  
and follow all instructions for submission.**

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## 1. INTRODUCTION

The City of Suisun City, hereafter referred to as the “City”, is inviting highly qualified professional consulting firms to provide proposals for professional services to prepare plans, specifications and cost estimates (PS&E) for the Pedestrian Safety Enhancements Project (“Project”).

The Consultant will be expected to provide professional, high-quality services and products; to consult with City staff; and to design the Project. It is important that the Consultant is intimately familiar with the requirements for federal-aid projects.

Each Proposer is responsible for reviewing and understanding all terms of this RFP, including all attachments, and for conducting its own background research of the Project.

Neither the issuance of this RFP nor the acceptance of Proposals commits the City to award or enter into an Agreement. The City reserves the unfettered right to reject any or all Proposals, at any time, and to seek new Proposals when in the best interest of the City. The City also reserves the right to cancel, modify, or postpone this RFP or the Project, at any time, and to waive any irregularities or informalities in any RFP procedures. Each Proposer is solely responsible for the expenses it incurs in responding to this RFP. The City expressly disclaims responsibility for any assumptions a Proposer might draw from the presence or absence of information provided by the City in any form.

The City, in its sole discretion, may amend this RFP by issuing written addenda to the RFP. Such addenda will be posted on City’s website at <https://www.suisun.com/>. It is the responsibility of each Proposer to monitor the City’s website for any addenda that may be issued related to this RFP.

## 2. PROJECT BACKGROUND AND DESCRIPTION

The City has received Highway Safety Improvement Program (HSIP) Cycle 11 funding allocation for the design and construction of the Project to install Rectangular Rapid Flashing Beacons (RRFB) and other crossing improvements at the following two locations:

- 1) Marina Boulevard and Lotz Way.
- 2) Pintail Drive at Cackling Drive.

Project scope includes the following:

- Locations #1: Replace/upgrade the existing rectangular rapid flashing beacons, crosswalk, pavement markings and roadway signs.
- Location #2: Install high visibility crosswalk, rectangular rapid flashing beacons, pavement markings, roadway signs, curb ramps, and concrete curb extensions (aka bulbouts)

### **3. TIMELINES**

The timelines for the RFP and design phases are provided below.

#### **A. Proposal Submissions**

Proposals shall be submitted no later than 2:00 PM (PST) on Thursday, November 16, 2023, unless subsequently modified by the City by addendum, at the following address:

Nick Lozano, Senior Associate Engineer/Project Manager  
Public Works Department – Engineering Division  
701 Civic Center Boulevard  
Suisun City, CA 94585

Late submissions will not be accepted. Proposals and any accompanying documents received after this deadline will be returned unopened. Postmarks will not be accepted.

The only acceptable evidence to establish the time of receipt (at above address) is the time/date stamp, which will be placed on each Proposal by City staff immediately upon receipt. The timeliness of qualifications is the sole responsibility of the consultant.

The City is not responsible for delayed deliveries due to any reason, including mailing or traffic congestion. Submission of a Proposal will constitute a firm offer to the City for 120 days from the proposal submission deadline.

Proposals will be accepted at the submission deadline on the front steps of City Hall at 701 Civic Center Blvd, Suisun City, CA. Social distancing will be required. Attendees are advised to wear a face covering.

#### **B. Questions and Requests for Clarification**

Questions or requests for clarification for this Project may only be submitted in writing to Nick Lozano, Senior Associate Engineer/Project Manager, at [nlozano@suisun.com](mailto:nlozano@suisun.com). Also, copy Gemma Geluz at [ggeluz@suisun.com](mailto:ggeluz@suisun.com). No oral statements by any City employee or representative will be binding against the City.

It is the responsibility of the Consultant to check the City's website for issuance of addendum or clarification related to the RFP. Questions submitted after 12 noon on November 6, 2023, may not receive a response prior to proposal opening, unless subsequently modified by the City by addendum.

#### **C. Tentative Schedule for Selection Process**

The tentative schedule for Consultant selection is as follows:

- Release RFQ October 23, 2023
- Proposals Due at 2 PM November 16, 2023,
- Interviews with Top-Ranked Firms (if necessary) December 5, 2023
- Contract Award Date – City Council December 19, 2023

**D. Design Project Schedule**

The Project is expected to be completed in accordance with the following schedule:

- Kick-off Meeting & Begin PS&E January 8, 2024
- Submittal of 50% Preliminary Plans February 6, 2024
- City Comments to 50% Preliminary Plans February 20, 2024
- Submittal of 90% PS&E March 21, 2024
- City Comments to 90% PS&E March 28, 2024
- Submittal of Final PS&E April 16, 2024

**4. SCOPE OF PROFESSIONAL SERVICES**

The scope of professional services is to include preparing construction documents including detailed plans, specifications, and cost estimate (PS&E) for the Project. The design must conform to all laws, ordinances, and codes, including the latest Americans with Disabilities Act (ADA) and City of Suisun City Design Standards, California Manual on Uniform Traffic Control Devices (CAMUTCD), and the Caltrans 2023 Standard Specifications and Standard Plans.

The Consultant must be intimately familiar with the federal-aid project requirements for construction, as well as with the Caltrans Local Assistance Programs Guidelines (LAPG) and Local Assistance Procedures Manual (LAPM). Likewise, the Consultant’s staff must demonstrate design experience on rectangular rapid flashing beacons and/or traffic calming projects. This Project may require the expertise of a multi-disciplined team consisting of civil engineering, traffic engineering, land surveying, and other required disciplines to complete the full range of required services. The Consultant shall provide preliminary and final engineering services leading to the completion of plan, specifications, and estimates for construction and/or installation of the desired improvements. Consultant shall establish topographic survey data as deemed necessary. The consultant shall also provide, as an option at the City’s discretion, assistance during the bidding and construction phase of the Project. The Consultant shall structure a proposal which accomplishes the objectives of the Project.

**A. Environmental Services**

No environmental services are required. The City will prepare and record CEQA determination.

**B. Pre-Design Research**

The anticipated pre-design research work includes, but may not be limited to the following:

- Researching and reviewing existing improvement plans, topographic mapping, right-of-way map, record maps, assessor maps, and other documents for the Project.
- Conducting field reconnaissance.
- Coordinating with all pertinent utility companies to identify utility conflicts. The consultant must coordinate with utility companies to the maximum extent possible and show all existing utilities that will be impacted or cause impact by the proposed Project and provide copies of utility correspondence for City files.
- Furnishing a survey crew and equipment as required to perform field survey work as may be required to complete the design work.
- Furnishing survey data and topography map as needed to support the design.

### **C. Plans, Specifications, and Estimate (PS&E)**

The Consultant shall prepare complete PS&E documents, which include design improvement plans, technical specifications, and engineer's estimate. The PS&E shall be prepared according to the City's standards, standard traffic signal guidelines, and current Caltrans standards and current CAMUTCD guidelines, as appropriate. The Consultant shall prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area

#### **Design Process - Intermediate Reviews**

Improvement plans at 1" = 20' scale for traffic signal, striping and signage, erosion control and/or water pollution prevention and any other plans shall be submitted for review to the City at the **50%, 90% and 100%** design stage. The City will provide and prepare the front end specifications that the Consultant is to incorporate with the technical specifications (and attachments) that Consultant is to prepare. The Consultant is to provide electronic copies and two (2) sets of hard copies of plans, specifications and engineer's estimates (PS&E). Plans shall be 24"x36" at each design stage for review and comments. With each stage, the review comments from the previous stage shall be itemized and a written response to each shall be prepared in a comment matrix. The original red-line comments from the reviewing agency shall be returned with the succeeding submittal.

#### **Final PS&E (100% Complete)**

The Consultant is to provide the necessary final PS&E documents in a bid-ready form. Final submittal shall include: one complete bond plan set (24"x36"), one mylar sheet (24"x36") of title or cover sheet, final cost estimate (stamped, in excel and pdf format) and final specifications (in word and pdf format) and shall be delivered to the City, along with a USB thumb drive of all electronic files including AutoCAD drawing files.

A reproducible set of the final construction documents are to be submitted along with electronic files for all work products. Construction drawings shall be in .pdf and

AutoCAD formats. Technical specifications shall be in .pdf and in MS Word formats. The estimate shall be in .pdf and in MS Excel formats. All work products shall become the property of the City of Suisun City.

The final deliverables shall include two hard copies of the following documents:

- Final construction drawings.
- Final specifications.
- Bid sheet with line item descriptions.
- A final construction cost estimate

**D. Coordination/Meetings**

The consultant shall attend meetings with the City, as needed, to finalize the design. The consultant shall attend a pre-construction meeting, and meet and assist staff during construction as required. Some meetings may be virtual meetings.

The anticipated work includes, but may not be limited to the following:

- Attending meetings as required to complete the design work or as requested by the City.
- Coordinating the design with the City.
- Revising plans and other contract documents as needed & per comments/feedback from the City.
- Providing technical assistance to City during the bidding phase.
- Providing construction support during construction.

**E. Bidding Phase Services (Optional Services)**

Consultant is anticipated to assist the City during the bidding phase, including, if applicable, participating in pre-bid meetings and reviewing addenda, bids and any bid protests.

If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent (25%) or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, the Consultant shall, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

**F. Construction Phase Services (Optional Services)**

During the construction phase, should the City need assistance, Consultant shall provide the following services to the City:

- Advise the City's Project Manager as to the accuracy and sufficiency of Contractor's schedule of values.
- Provide responses to Contractor's requests for information.
- Provide interpretation and clarification of the drawings and specifications.

- Prepare design documents for Change Orders as needed for the proper execution and progress of the Work, and consistent with the intent of the approved Construction Documents.
- Timely review Contractor's submittals, including shop drawings, product data and samples. Issue written approvals of and/or recommendations to the City within seven calendar days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Check the submittals for conformance with the design and scope of the Project, and for compliance with the approved Construction Documents. The review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.
- Visit the project site at intervals sufficient to monitor the progress and quality of the work and to determine whether the work is proceeding in conformance with the Construction Contract. Following each site visit, promptly provide the Project Manager with a written report of observations and recommendations, if any. Provide prompt notice to the Project Manager of any defects or deficiencies in the work, followed by written confirmation of that notice. If it is believed that special testing or inspection of the work is needed, recommend appropriate procedures and consultants to the City.

Please note that the above tasks are listed as a general framework for this Project. Proposers are encouraged to include additional tasks in the proposals. No environmental services are required.

## **5. SUBMITTAL REQUIREMENTS**

Persons or firms wishing to respond to this invitation must supply the minimum number of copies set forth in the transmittal letter by the date and time requested. The nature and form of response is at the discretion of those responding, but shall include the information listed below. Additional information submitted after the formal closing date and time will not be accepted. Prospective proposers are highly encouraged to visit the job site prior to submitting a proposal.

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed twenty (20) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 20-page total requirement: title page, table of content, cost proposal, resumes, drawings and dividers.

Proposals are to use the simplest possible method of fastening for submittal. All submissions shall become the property of the City. Furthermore, all submitted proposals, documents and

information included therein or attached thereto shall become public record upon their delivery to the City.

A prospective proposer may withdraw its proposal by written request at any time *prior* to the scheduled closing time for receipt of proposals. Such written request is to be directed to Nick Lozano, Senior Associate Engineer/Project Manager at [nlozano@suisun.com](mailto:nlozano@suisun.com), and Gemma Geluz is to be copied at [ggeluz@suisun.com](mailto:ggeluz@suisun.com).

## **A. Proposal Submittal Requirements**

Proposals and any accompanying documents for the Project shall be submitted in a sealed envelope with the words “DO NOT OPEN – Pedestrian Safety Enhancements Project – Proposal Enclosed” clearly marked in the lower left-hand corner of the envelope. Three (3) bound copies, plus one reproducible unbound copy, must be submitted. Include a USB thumb drive containing the proposal in PDF format. The Cost Proposal for the Project must be in a separate sealed envelope within the proposal package, clearly marked as the price proposal for this solicitation, with firm name, and project name.

The proposal shall contain the following minimum information:

- Cover Letter
- Executive Summary
- Project Team
- Key Personnel References
- Project Understanding and Approach
- Detailed Work Plan
- Project Schedule
- Other Information

The body of the proposal shall include, but not limited to, the following minimum information:

### **A1. Cover Letter**

This section shall include a brief summary of the Proposal and Proposer’s overall organization, firm’s qualifications and areas of practice and stability. Describe the scope of services provided by your firm without the use of outside consultants.

Describe any subcontract arrangements or licensing agreements. Include any potential conflict of interest.

The Proposer shall list any lawsuit or litigation and the result of that action resulting from any job undertaken by the firm or by its sub-consultants which is still pending or has occurred on projects within the last five years.

The letter shall be signed by an official with the authority to negotiate and contractually bind the firm with the City of Suisun City regarding the RPP. Provide name, title, work address, email and telephone number of this officer.

## **A2. Executive Summary**

This section shall include summary and explanation of key provisions of Proposal, emphasizing the approach and methodology to be taken and including a work plan, schedule, and description of the capabilities of the consultant and subconsultants. The summary should convey an understanding of the purpose of the Project and the services required for performance.

## **A3. Project Team**

This section shall describe your team organization, including the qualifications of the prime consultant and any subconsultants. Provide an organizational chart of the proposed team structure.

The Proposer's Project Manager and key individuals who will be assigned to the Project will be considered an important factor by the selection committee. Include a brief resume of each individual who will work on this assignment. Proposer must also provide a minimum of three client references for the key technical personnel. There can be no change of key personnel during the course of the Project without the prior written approval from the Public Works Director.

The Proposer's team shall have experience necessary to prepare, administer, coordinate and process the documents described in the scope of services.

The City has also great interest in the quality of all sub-consultants that the prime consultant may engage on this Project. The City expects the prime Consultant to take the lead role in this Project and to contract with and manage sub-consultants. The Proposer's choice of sub-consultants will be critical. The City retains the right to approve/disapprove of sub-consultants selected by the Proposer for this Project. Provide names, addresses, telephone numbers, background qualifications and the scope of services that will be provided by all sub-consultants proposed to be used.

The submittal is to list job classifications and anticipated task for each job classification, as well as anticipated hours for each task.

The following are to be addressed in this section:

- Demonstrate experience in each of the areas of expertise needed to successfully complete the Project. This should include a description of prior experience in working with public agencies.

- Provide references with emphasis on the completion of projects related to pedestrian improvements with similar challenges (please provide list with proposals).
- Ability of project team to perform the proposed work within the time limits of the Project, considering their current and projected workload and assignments.
- Ability to provide quality control of all deliverables and be responsive to all issues in a timely manner.
- Ability to track team hours worked and provide invoices in a timely manner.

#### **A4. Key Personnel References**

Proposer must submit information substantiating its recent experience in successfully providing design of facilities similar to size, complexity, and nature of the services required of this Project, including a minimum of three client references with contact information. List references for the similar projects including the project name, project description, and contact information of agency's Project Manager, and the date of completion. Indicate your firm's specific responsibilities, total project cost for each of the projects and the percentage of work for which your firm was responsible. Give a brief statement of your firm's adherence to the schedule, budget and construction estimate for each project.

#### **A5. Project Understanding and Approach**

The Proposer is to provide his understanding of the needs of the Project and approach to meeting the project goals and objectives. In this section, the Proposer is to describe his understanding of the needs of the Project and demonstrate his understanding of the Project by defining the approach the Proposer will use to meet the project goals and objectives. The Proposer is to explain his approach to the design process and address how the Proposer will move the design process along in an efficient and effective manner.

The Proposer is encouraged to visit the project site prior to preparing proposal. Also, the Proposer may submit drawings of conceptual plans, layout, and details as part of demonstrating their understanding of the Project.

#### **A6. Detailed Work Plan**

Proposer is to provide a proposed work plan for development and implementation of the Project. Describe how the team will complete each task without simply repeating the listed tasks. Alternative approaches to the Project can be submitted if a rationale is given for the suggested changes.

Include a list of work tasks necessary to complete the services and their descriptions; a list of the permits, authorizations and notifications required for the Project; and an outline of all deliverables.

Identify all key team members, including subcontractors, in a work chart, including their name, title, hours per task, and percentage of work by task.

#### **A7. Project Schedule**

Proposer is to detail in his schedule the time required to complete each task in the scope. Moreover, the Consultant is to provide an estimate of the amount of time each job classification (including all sub-consultants) will devote to each task. Show tasks, phases, durations, milestones, assignments, critical paths, and other relevant data, including stated assumptions, inclusions, and exclusions.

#### **A8. Other Information**

Proposer may use this section to include additional information that might aid the City's Selection Committee in determining the Proposer's qualifications for the Project and evaluating its approach to the scope of services.

#### **B. Cost Proposal Submittal (must be in a separate sealed envelope)**

A Cost Proposal along with a rate schedule shall be submitted with the Proposal.

This section of the submittal must be submitted separately in a sealed envelope marked "Pedestrian Safety Enhancements Project" with name of firm in the lower left corner of the envelope and should provide a full description of the expected costs for the work described in this RFQ. Consultant is to provide an estimate, including the name of any individual that will work on the Project, of the amount of time (person hours) that will be devoted to each task for all staff of both the Consultant and all sub-consultants. Also include the hourly rate of each individual and amount of reimbursable expenses. This section is to demonstrate the anticipated levels of effort and an understanding of the resource needs for the Project.

Cost Proposal will remain sealed until after the Selection Committee has completed their ranking evaluation of all proposals.

### **6. PROPOSAL EVALUATION AND RATING CRITERIA**

The City's evaluation team will review each Proposal for completeness and content, and will be evaluated and scored on a 100-point total basis using the below criteria to determine which Proposal provides the best value and is the most beneficial for the City and Project. Points will be awarded based on the information provided in the Proposal and relative to meeting the City's best interest.

- Qualification and experience of the firm 0 - 10
- Qualifications and experience of key personnel 0 - 15
- Demonstrated success with preparing PS&E for similar projects 0 - 20
- Perceived ability to perform work in a timely and cost effective manner 0 - 15
- Understanding of project and proposed work approach 0 - 35
- The responsiveness and overall quality of Proposal 0 - 5

The City reserves the right to seek supplemental information from any Proposer at any time after review of the Proposals and before award of any Agreement.

If deemed necessary by the City’s Selection Committee, oral interviews will follow the evaluation of the proposals. The selection of firms for oral interviews will be based on the ranking given by the Selection Committee after reviewing the submitted proposals. The City may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone.

**Negotiations**

The City will negotiate with the first-ranked firm to secure an agreement. If negotiations with the first-ranked firm are unsuccessful, negotiations will be formally terminated and staff shall then begin negotiating with the next ranked firm. This process shall continue until an agreement is secured.

The City reserves the right to reject any or all proposals received, and to reissue a new Request for Proposals. Moreover, the City reserves the right to cancel the Project at any point and pay Consultant only for costs incurred to that point and for work completed which is usable by the City as determined by the City.

The City also reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

The prospective Consultant is advised that the contract will not be in force until it is approved and fully executed by the City of Suisun City. The Consultant will be required to satisfy all insurance certification and Suisun City Business License requirements prior to the City’s issuance of a Notice to Proceed. Work done before issuance of a Notice to Proceed cannot be billed to the City.

**7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

While this design work is not subject to 49 CFR Part 26, entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, Proposers are encouraged to take reasonable steps to ensure that Disadvantaged

Business Enterprises (DBE) subconsultants have an opportunity to augment the Proposer's team.

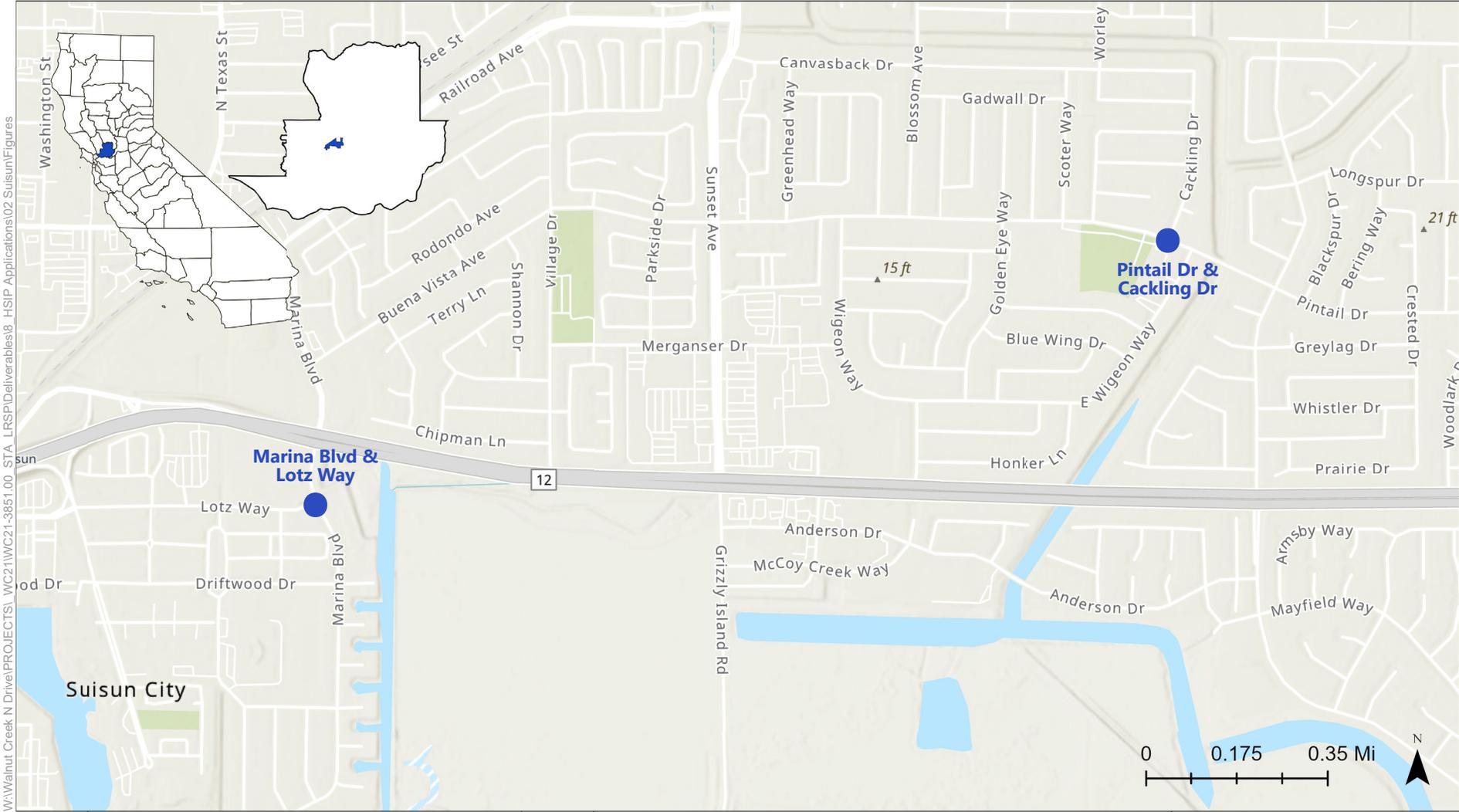
## **8. CITY'S CONTRACT SERVICES AGREEMENT**

The successful Consultant will be required to execute a contract with the City of Suisun City. Attached for review is the City's standard Contract Services Agreement (Attachment B). Proposers shall provide a statement that they have reviewed the agreement, and if selected, will execute the agreement. In addition, Proposers shall declare any exceptions or desired modifications to the agreement that the proposer considers absolutely necessary in order to execute the agreement. The City will consider any reasonable exceptions or desired modifications; however, if the requests are not acceptable to the City, the proposer shall accept the agreement without the desired changes or the City may choose to negotiate an agreement with another Proposer.

## **ATTACHMENTS**

1. Attachment A – Location Map
2. Attachment B – Standard Contract Services Agreement

# Attachment A



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Location Map  
Project Location: Marina Blvd & Lotz Way; Pintail Dr & Cackling Dr

# Attachment B

## **CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SUISUN CITY**

**and**

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**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF SUISUN CITY AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into on \_\_\_\_\_, 2020, by and between the **CITY OF SUISUN CITY**, a California municipal corporation (“City”) and \_\_\_\_\_, a [form of company] (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Suisun City Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Consultant’s Proposal.**

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The

Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant's Authorized Initials \_\_\_\_\_

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.5 Licenses, Permits, Fees and Assessments.**

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.6 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

**1.7 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

### **1.8 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### **1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **1.10 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$xxxx ( **Dollars**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

## **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.4, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5 Waiver.**

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

**3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding \_\_\_\_\_ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for \_\_\_ additional one-year term(s).

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be **NAME, TITLE**, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make

records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the

invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

**7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of \$                      (\_\_\_\_\_ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

**7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.9 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed,

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

#### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Drive, Suisun City, CA 94585 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF SUISUN CITY, a municipal corporation

\_\_\_\_\_  
Lori Wilson, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address:

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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TITLE(S)	
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<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I.** Consultant will perform the following Services:
  - A.
  
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A.
  
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:
  - A.
  
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  
- V.** Consultant will utilize the following personnel to accomplish the Services:
  - A.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

	<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

		<b><u>Days to Perform</u></b>	<b><u>Deadline Date</u></b>
<b>A.</b>	<b>Task A</b>	_____	_____
<b>B.</b>	<b>Task B</b>	_____	_____
<b>C.</b>	<b>Task C</b>	_____	_____

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.**
- B.**
- C.**

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**